

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAY WINEGARD, on behalf of himself and all
others similarly situated,

Plaintiff(s),

-against-

WARRIOR CUSTOM GOLF, INC.
d/b/a www.warriorcustomgolf.com,

Defendant(s).

**AFFIRMATION IN SUPPORT
OF REQUEST FOR
CERTIFICATE OF DEFAULT**

Case No.: 1:20-cv-04408-BMC

-----X
Mitchel Segal, Esq. hereby declares as follows:

1. I am principal of the Law Offices of Mitchell S. Segal P.C., attorney for the Plaintiff herein, JAY WINEGARD, and as such am fully familiar with the facts and circumstances of the proceedings.

2. This action was commenced pursuant to Plaintiff's Complaint which was properly served, arising out of Defendant's violations of (1) Title III of the American with Disabilities Act ("ADA"), as amended, 42 U.S.C. § 12188(a)(1), that he is entitled to recover from Defendant: (i) injunctive relief, (ii) attorney fees, costs and disbursements; (2) violation of New York State Human Rights Law ("NYSHRL"), as amended, Article 15 of the N.Y. Exe. Law §§ 297(9), 297(4)(c) *et seq.*, entitled to recover from Defendant: (i) damages, (ii) civil penalties and fines for each and every discriminatory act, (iii) reasonable attorney fees, costs and disbursements; (3) violations of N.Y. State Civil Rights Law ("NYSCRL"), N.Y. Civil Law § 40 *et seq.* entitled to recover from Defendant: (i) damages of five hundred dollars for each of the Defendant's discriminatory acts against the Plaintiff, the Class and the Sub-Class, (ii) civil penalties and fines;

4. violations of New York City Human Rights Law (“NYCHRL”) N.Y.C. Administrative Code § 8-120(8), § 8-126(a) and § 8-502(a) entitled to recover from Defendant: (i) damages for the injuries and loss, (ii) punitive damages, (iii) civil penalties and fines for each offense, (iv) attorney fees, costs, and disbursements.

3. The time for the Defendant, WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, to answer or otherwise move with respect to the complaint herein has expired .

4. The Defendant, WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, has not answered or otherwise moved with respect to the complaint, and the time for Defendant WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, to answer or otherwise move has not been extended.

5. That Defendant WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, is not an infant or incompetent. Defendant WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, is not presently in the military service of the United States as appears from facts in this litigation.

6. The Defendant WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, is indebted to Plaintiff, JAY WINEGARD, in the following manner (state the facts in support of the claim(s)):

a. At all times relevant to this Complaint, Plaintiff and other disabled individuals deaf and hard of hearing individuals are aware that the Website is non-compliant at this time and that they have

been discriminated against by the Defendant;

b. The Defendant has discriminated against the Plaintiff, the Class and the Subclass as it has denied deaf and hard of hearing individuals an equal opportunity to participate and benefit from Defendant's goods, services, facilities, privileges, advantages and/or accommodations, in violation of 42 U.S.C. § 1282(b)(1)(A).

c. The Defendant has failed to provide closed captioning on its Website making videos contained on its Website non-accessible to deaf and hard of hearing individuals.

d. The Defendant's actions or lack of actions are discriminatory acts against the Plaintiff, the Class and the Subclass as it has denied deaf and hard of hearing individuals an equal opportunity to participate and benefit from Defendant's goods, services, facilities, privileges, advantages and/or accommodations, in violation of 42 U.S.C. § 1282(b)(1)(A). Additionally, the Defendant failed to make reasonable modifications in policies, practices and procedures when necessary to afford the Plaintiff, the Class and Subclass such goods, services, facilities, privileges, advantages or accommodations in violation of 42 U.S.C. § 1282(b)(2)(A)(ii) and failed to take necessary steps to ensure that the Plaintiff and other deaf and hard of hearing individuals are not excluded, denied services, segregated or treated differently than others because of the absence of auxiliary aids and services, including the use of closed captioning on its Website.

f. The Defendant has denied full and equal access to the Plaintiff and other deaf and hard of hearing individuals to its Website by having barriers to their services and accommodations while providing access to their services and accommodations to non-deaf and hard of hearing individuals.

g. The Defendant intentionally and willfully failed to remove the barriers on their Website discriminating against the Plaintiff, the Class and Sub-Class preventing access in violation of CVR §40.

h. The Defendant has failed to take any steps to halt and correct its discriminatory conduct and discriminates against and will continue to discriminate against the Plaintiff and the Subclass members.

WHEREFORE, Plaintiff, JAY WINEGARD, the Class and the Sub-Class request that the default of Defendant WARRIOR CUSTOM GOLF, INC. d/b/a www.warriorcustomgolf.com, be noted and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff, and that no part thereof has been paid.

Dated: Manhasset, New York
October 30, 2020.

Respectfully submitted,

/s/ Mitchell Segal

Mitchell Segal, Esq.
Law Offices of Mitchell S. Segal, P.C.
Attorney For Plaintiff
1129 Northern Boulevard, Suite 404
Manhasset, New York 11030
Tel.: (516) 415-0100
Fax: (516) 706-6631
msegal@segallegal.com